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Attorneys for Pacific Trading Ventures dba
Safe Storage Management Company and Jill W. Worsley

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re: Bankruptcy Case No. 12-46534 MEH

PACIFIC THOMAS CORPORATION, dba CHAPTER 11
PACIFIC THOMAS CAPITAL, dba SAFE
STORAGE, Adversary Proceeding No. 13-04079

Debtor. *The Honorable M. Elaine Hammond*

KYLE EVERETT, CHAPTER 11
TRUSTEE,

Plaintiff,

v.

RANDALL WHITNEY aka RANDALL
C.M. WHITNEY aka RANDALL
WORSLEY aka RANDALL C.M.
WORSLEY, an individual; PACIFIC
TRADING VENTURES dba SAFE
STORAGE MANAGEMENT COMPANY,
a California corporation; PACIFIC
TRADING VENTURES, LTD. ("PTVL"), a
Nevada corporation; and JILL V.
WORSLEY aka V. JILL WORSLEY, an
individual,

Defendants.

**ANSWER TO COMPLAINT FOR
DECLARATORY RELIEF; ACCOUNTING; TURNOVER; AND
INJUNCTIVE RELIEF OF CHAPTER 11 TRUSTEE KYLE EVERETT**

1 Defendants Pacific Trading Ventures dba Safe Storage Management Company, a Nevada
2 corporation, and Jill W. Worsley (collectively “Defendants”) answer the above-referenced
3 Adversary Proceeding Complaint as follows:

4 1. These answering Defendants deny the allegation set forth in paragraph 1 of the
5 Complaint.

6 2. These answering Defendants deny the allegation set forth in paragraph 2 of the
7 Complaint.

8 3. These answering Defendants deny the allegation set forth in paragraph 3 of the
9 Complaint.

10 4. These answering Defendants admit the allegation set forth in paragraph 4 of the
11 Complaint.

12 5. These answering Defendants admit the allegation set forth in paragraph 5 of the
13 Complaint.

14 6. These answering Defendants admit the allegation set forth in paragraph 6 of the
15 Complaint.

16 7. These answering Defendants admit the allegation set forth in paragraph 7 of the
17 Complaint.

18 8. These answering Defendants admit the allegation set forth in paragraph 8 of the
19 Complaint.

20 9. These answering Defendants admit the allegation set forth in paragraph 9 of the
21 Complaint.

22 10. These answering Defendants admit the allegation set forth in paragraph 10 of the
23 Complaint.

24 11. These answering Defendants admit the allegation set forth in paragraph 11 of the
25 Complaint.

26 12. These answering Defendants admit the allegation set forth in paragraph 12 of the
27 Complaint.

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1 13. These answering Defendants deny the allegations set forth in paragraph 13 of the
2 Complaint but admit that Pacific Trading Ventures dba Safe Storage Management Company is a
3 Nevada corporation authorized to do business in California.

4 14. These answering Defendants admit the allegation set forth in paragraph 14 of the
5 Complaint.

6 15. These answering Defendants admit the allegation set forth in paragraph 15 of the
7 Complaint.

8 16. These answering Defendants admit the allegation set forth in paragraph 16 of the
9 Complaint.

10 17. These answering Defendants admit the allegation set forth in paragraph 17 of the
11 Complaint.

12 18. These answering Defendants deny the allegation set forth in paragraph 18 of the
13 Complaint.

14 19. These answering Defendants admit the allegation set forth in paragraph 19 of the
15 Complaint.

16 20. These answering Defendants admit the allegation set forth in paragraph 20 of the
17 Complaint.

18 21. These answering Defendants respond to paragraph 21 by realleging the responses
19 contained within paragraphs 1 through 20 above.

20 22. These answering Defendants deny the allegation set forth in paragraph 22 of the
21 Complaint.

22 23. These answering Defendants deny the allegations set forth in paragraph 23 of the
23 Complaint but admit defendant Pacific Trading Ventures dba Safe Storage Management
24 Company has a valid lease.

25 24. These answering Defendants deny the allegation set forth in paragraph 24 of the
26 Complaint.

27 25. These answering Defendants admit the allegation set forth in paragraph 25 of the
28 Complaint.

1 26. These answering Defendants admit the allegation set forth in paragraph 26 of the
2 Complaint.

3 27. These answering Defendants respond to paragraph 27 by realleging the responses
4 contained within paragraphs 1 through 26 above.

5 28. These answering Defendants admit the allegation set forth in paragraph 28 of the
6 Complaint.

7 29. These answering Defendants deny the allegation set forth in paragraph 29 of the
8 Complaint.

9 30. These answering Defendants deny the allegation set forth in paragraph 30 of the
10 Complaint.

11 31. These answering Defendants deny the allegation set forth in paragraph 31 of the
12 Complaint.

13 32. These answering Defendants admit the allegation set forth in paragraph 32 of the
14 Complaint.

15 33. These answering Defendants deny the allegation set forth in paragraph 33 of the
16 Complaint.

17 34. These answering Defendants deny the allegation set forth in paragraph 34 of the
18 Complaint.

19 35. These answering Defendants deny the allegation set forth in paragraph 35 of the
20 Complaint.

21 36. These answering Defendants deny the allegation set forth in paragraph 36 of the
22 Complaint.

23 37. These answering Defendants deny the allegation set forth in paragraph 37 of the
24 Complaint.

25 38. These answering Defendants deny the allegation set forth in paragraph 38 of the
26 Complaint.

27 39. These answering Defendants lack sufficient information to admit or deny the
28 allegation set forth in paragraph 39 of the Complaint and, therefore, deny this allegation.

1 40. These answering Defendants deny the allegation set forth in paragraph 40 of the
2 Complaint.

3 41. These answering Defendants respond to paragraph 41 by realleging the responses
4 contained within paragraphs 1 through 40 above.

5 42. These answering Defendants deny the allegation set forth in paragraph 42 of the
6 Complaint.

7 43. These answering Defendants deny the allegation set forth in paragraph 43 of the
8 Complaint.

9 44. These answering Defendants deny the allegation set forth in paragraph 44 of the
10 Complaint.

11 45. These answering Defendants lack sufficient information to admit or deny the
12 allegation set forth in paragraph 45 of the Complaint and, therefore, deny this allegation.

13 46. These answering Defendants respond to paragraph 46 by realleging the responses
14 contained within paragraphs 1 through 45 above.

15 47. These answering Defendants lack sufficient information to admit or deny the
16 allegation set forth in paragraph 47 of the Complaint and, therefore, deny this allegation.

17 48. These answering Defendants lack sufficient information to admit or deny the
18 allegation set forth in paragraph 48 of the Complaint and, therefore, deny this allegation.

19 **AFFIRMATIVE DEFENSES**

20 As a separate and distinct affirmative defense, these answering Defendants allege that
21 they are entitled to recover their attorneys' fees incurred in defending this action because they
22 have been required to hire the services of an attorney to defend them in this action.

23 WHEREFORE, having fully answered the complaint herein, Defendants pray that
24 Plaintiff take nothing by reason of his Complaint, that said Complaint be dismissed, that these
25 answering Defendants recover their costs and reasonable attorneys' fees in defending this action,
26 and for such other and further relief as the court deems just and proper.

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1 These answering Defendants further seek a determination that Defendant Pacific Trading
2 Ventures dba Safe Storage Management Company, a Nevada corporation ("PTLV"), has a valid
3 lease to operate its self-storage business.

4 Dated: *May 22, 2013*

Respectfully submitted,

5 DAVID M. STERNBERG & ASSOCIATES

6 *David M. Sternberg*

7 By

8 DAVID M. STERNBERG, ESQ.
9 Attorneys for PACIFIC TRADING
10 VENTURES, LTD.; PTLV, a Nevada
11 corporation; and JILL W. WORSLEY
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